EXHIBIT 1

Y FILED **八八** 六 WE HEED:

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

CANADA DRY DELAWARE VALLEY BOTTLING COMPANY and CANADA DRY POTOMAC CORPORATION,

07 Civ. 8037 (SHS)

Petitioners,

ORDER

-against-

HORNELL BREWING CO., INC. D/B/A FEROLITO, VULTAGGIO & SONS,

Respondent.

SIDNEY H. STEIN, U.S. District Judge.

Canada Dry Delaware Valley Bottling Company and Canada Dry Potomac Corporation ("Canada Dry") petition this Court pursuant to 9 U.S.C. § 9 to confirm a Consent Award of Arbitrators issued under the aegis of the American Arbitration Association on August 20, 2007, which resolves a dispute between Canada Dry and Hornell Brewing Company, d/b/a Ferolito, Vultaggio & Sons ("Hornell"). The Court has subject matter jurisdiction over this petition pursuant to 28 U.S.C. § 1332(a)(1) because the parties are citizens of different states and the amount in controversy exceeds \$75,000.

In an Order to Show Cause dated September 14, 2007, this Court directed respondent Hornell to file a response to the petition by September 25 and scheduled a hearing for September 28. To date, however, Hornell has not filed a response, and in a letter dated September 27, 2007, Canada Dry notified the Court that Hornell does not oppose the petition to confirm the arbitration award.

Therefore, Canada Dry's petition to confirm the arbitration award is granted pursuant to 9 U.S.C. § 9. The Clerk of Court is directed to enter judgment confirming the Consent Award of Arbitrators in AAA Case No. 13 181 01425 05 dated August 20, 2007.

Dated: New York, New York September 28, 2007

SO ORDERED:

Sidney H. Stein, U.S.D.

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AMERICAN ARBITRATION ASSOCIATION NEW YORK, NEW YORK

CANADA DRY DELAWARE VALLEY BOTTLING COMPANY, AND CANADA)	
DRY POTOMAC CORPORATION,)	
Claimants,)	AAA Case No.
-against-	<u> </u>	13 181 01425 05
HORNELL BREWING CO., INC. D/B/A)	
FEROLITO, VULTAGGIO & SONS,)	
Respondent.)	

CONSENT AWARD OF ARBITRATORS

We, the undersigned Arbitrators, having been duly designated in accordance with the arbitration agreements entered into between the above-named parties dated March 17, 1997 and December 23, 1998, and having been duly sworn, and the parties having reached a settlement of this arbitration in accordance with our July 12, 2007 Order (a copy of which is also attached hereto) finding that they are bound by the attached agreements.

Now, therefore, we hereby make the terms set forth in the attached agreements, which comprise the settlement, our Consent Award as follows:

Attachment A - the signed Letter Agreement dated November 14, 2006;

Attachment B - the signed three paragraph handwritten document dated November 14, 2006; and

Attachment C - the unsigned "Settlement Agreement and Mutual Release" dated November ____, 2006, except for (a) Paragraph 1 (Amendments to the Distribution Agreement) and (b) "and the Amendments" in the first line and in the sixth line of Paragraph 8 (Final Understanding), which are stricken.

The administrative fees of the American Arbitration Association totaling \$13,500.00, and the compensation and expenses of the arbitrators totaling \$131,978.44 shall be borne as incurred. Therefore, no party shall reimburse any other party for any fees and expenses.

This Consent Award is in full settlement of all claims and counterclaims submitted in this Arbitration. All claims not expressly granted herein are hereby denied.

CONSENTED TO:	
Sach C.Glan	
Wolf, Block Schorr & Solis-Cohen, LLP	Morrison Cohen LLP
Dana Klinges, Esq.	Howard S. Wolfson, Esq.
Zachary Glaser, Esq.	Counsel For Respondent
Counsel for Claimants Dated: 8 - 20-07	Dated:
Date	Eugene Ginsberg, Esquire
Date	Hon, E. Leo Milonas
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Datc	Hon. Walter Schackman
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I, Walter Schackman, do hereby affirm upon my described in and who executed this instrument w Panel.	oath as Arbitrator that I am the individual hich is the consent award of this Arbitration
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CONSENTED TO:	Howard & Wolf
Wolf, Block Schorr & Solis-Cohen, LLP Dana Klinges, Esq. Zachary Glaser, Esq. Counsel for Claimants Dated:	Morrison Cohen LLP Howard S. Wolfson, Esq. Counsel For Respondent Dated:
Date	Eugene Ginsberg, Esquire
Date	Hon. E. Leo Milonas
Date	Hon. Walter Schackman
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Date	

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Welf, Block Schorr & Solis-Cohen, LLP	Morrison Cohen LLP
Dana Klinges, Esq.	Howard S. Wolfson, Esq.
Zachary Glaser, Esq.	Counsel For Respondent
Counsel for Claimants	Dated:
Dated: 8 - 20~07	_
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Date	Hon. E. Leo Milonas
Date	Hon, Walter Schackman
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Wolf, Block Schorr & Solis-Cohen, LLP Dana Klinges, Esq. Zachary Glaser, Bsq. Counsel for Claimants Dated: Date Eugene Ginsberg, Esquire	
Date Eugene Ginsberg, Esquir	
8/23/07 Godeller Hon. E. Leo Milonas	re
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Date Hon. Walter Schackman	
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